

Terms and Conditions

1 In these terms:

IOR means IOR Petroleum Pty Ltd ABN 36 009 653 070 and its related bodies corporate.

Fuel means the fuel dispensed at the Site to you or to persons using your Tag and PIN.

Government Imposts means all taxes, excise, levies and other government charges including GST payable in respect of the sale of Fuel to you.

Guarantor means any person guaranteeing to IOR payment by you for Stock.

PIN means your personal identification number for the use of a Tag issued to you.

Price means the price for Fuel charged by IOR as at the date of an order.

Tag means the digitally encoded key tag issued to you for use of the fuel dispensing system at a Site.

Site means a site within Queensland at which IOR owns or operates a fuel dispensing system.

Stock means those quantities of Fuel ordered or deemed to be ordered and paid or to be paid for by you and held at a Site.

Terms means these terms and conditions.

you means the person to whom Fuel is supplied or deemed to be supplied in accordance with these Terms.

- 2 Unless IOR approves credit, all Stock must be prepaid by you at the Price applying at the date of an order.
- 3 If credit is approved it will be on terms specified by IOR which terms may be varied by IOR on 7 days' notice. You acknowledge that the Fuel is supplied to you for commercial or business purposes or for the purpose of your conduct of a business.
- 4 Any credit provided by IOR in excess of the current credit limit for you shall be repayable immediately by you upon demand by IOR. Your obligations under these Terms are not changed if your credit limit is exceeded.
- 5 Payment at the Price applying at the date of order must be made in accordance with any credit terms.
- 6 An interest charge in an amount notified to you in writing by IOR from time to time (but not exceeding 18% per annum) may apply to amounts not paid by the due date in accordance with these Terms or any credit terms applying to you. Interest charges shall accrue daily on the outstanding balance and shall compound monthly.
- 7 You agree to pay any enforcement expenses incurred by IOR in enforcing its rights under these Terms including without limitation any charges relating to dishonoured cheques and any fees paid to IOR's solicitors or collection agents in connection with the recovery of moneys owed to IOR.
- 8 Credit may be terminated at any time by IOR or you giving written notice to the other.
- 9 IOR will not be liable to you or any other person for any variation, refusal, cancellation or suspension of credit.
- 10 Each order must specify the Site from where you wish to collect the Stock (Nominated Site) and must be for not less than the minimum purchase quantity advised to you by IOR from time to time.
- 11 Stock must be paid by credit card or direct bank transfer on the placement of order or on the date specified in writing by IOR in any credit term. Unless other credit terms have been previously agreed by IOR in writing, you will be in breach of these Terms if all payments for Stock are not received by IOR by close of business on the Friday of the week of order.
- 12 IOR may require you to complete a direct debit authority in respect of a bank account or credit card account nominated by you, as a condition of opening and maintaining an order or credit account for Fuel.
- 13 IOR reserves the right to impose the following fees and charges: 2% surcharge on credit card transactions, a fee of \$20.00 (including GST) for a replacement or unreturned Tag and a payment dishonoured fee of \$25.00 (including GST) for each dishonoured payment transaction.
- 14 A tax invoice will be issued by IOR by email or facsimile for each order. The tax invoice is conclusive evidence of you having ordered the Stock and of the correct pricing and quantity of Fuel at each Site unless you object in writing within 72 hours of receipt.
- 15 You shall collect Stock by using the Tag and PIN at the fuel dispensing system at the Nominated Site or at such other Site agreed by IOR.
- 16 IOR shall give you weekly and monthly email or facsimile reports on your Stock inventory at Sites. These reports will be deemed to be correct if no objection is raised by you within 30 days from issue.
- 17 You must advise IOR of current contact details for the receipt of invoice and reports.
- 18 You are responsible for the security of each Tag and its PIN.
- 19 You nominate the PIN for each Tag. Each PIN may be changed by you at any time by request to IOR.
- 20 All Tags remain the property of IOR. You must return all Tags on demand by IOR or upon you closing your account.
- 21 Lost or stolen Tags must be promptly reported to IOR which shall deactivate those Tags once notified.
- 22 You are taken to have received all Stock dispensed at a Site by use of your Tag and PIN.
- 23 Risk in the Stock passes to you upon being dispensed at a Site by use of your Tag and PIN. Property in the Stock remains with IOR until it receives full payment for it.
- 24 IOR shall not be liable for Stock destroyed or stolen where the Stock has been dispensed using your Tag and PIN. All Stock dispensed from any Site to a person using your Tag and PIN shall be deemed to be a supply of Fuel to you or to someone authorised by you and shall be to your account. You must pay IOR for all such Stock.
- 25 You shall not leave any waste or rubbish at a Site.
- 26 You shall not carry out or permit the carrying out of any servicing or repairs of vehicles at a Site.
- 27 You shall report to IOR all fuel spills or equipment malfunction or damage at a Site as soon as practicable.
- 28 You shall indemnify IOR against all harm to persons and damage to property caused by you, your employees, contractors and agents at a Site.
- 29 No warranties or conditions are given in respect of the Stock and all warranties and conditions implied by statute are excluded other than those which cannot be. To the extent permitted by law: (a) IOR's liability for breach of any unexcludable statutory warranties or conditions shall be limited, at IOR's option, to supplying replacement Stock or paying the cost of replacement Stock; and (b) liability for special, indirect or consequential loss or damage is excluded.
- 30 All Government Imposts shall be paid by you.
- 31 These Terms are governed by the law of Queensland and you submit to the jurisdiction of the courts of that state.
- 32 You agree to be bound by these Terms by and upon ordering Stock.
- 33 Orders may be made by telephone, email or facsimile.

- 34 Notices may be given by pre-paid post, email or facsimile.
- 35 Time is of the essence of your payment obligations.
- 36 Where IOR has allowed credit to you then you must provide to IOR when requested from time to time information about your financial position and that of any Guarantors. You authorise IOR to provide that information and other information you have provided to IOR about you or the Guarantors to credit reporting agencies and other creditors and you authorise IOR to obtain information about you and the Guarantors from those agencies and other creditors for the purpose of ensuring you have the continuing financial ability to pay for Stock ordered and are an appropriate person to whom to extend credit if IOR decides to do so. The supply and obtaining of information about you and the Guarantors shall otherwise be carried out subject to the Privacy Act 1988.
- 37 Without limiting clause 8, IOR may terminate any credit arrangements immediately if:
 - (a) you or a Guarantor become subject to some form of insolvency administration including without limitation bankruptcy, liquidation or receivership;
 - (b) any amount payable for Stock is outstanding for more than 30 days, or
 - (c) you breach any of these Terms.
38. Upon termination of credit arrangements all amounts owing by you for Stock will become immediately due and payable.
39. All government duties, taxes and charges levied in respect of any credit provided to you shall be borne by you.
40. No waiver or indulgence by IOR shall be deemed to be a waiver of IOR's rights in respect of any breach or a recurring breach.
41. Without limiting its rights at law or under these Terms, IOR may suspend supplies of Fuel to you and demand immediate payment of all outstanding monies for Fuel supplied to you if you breach any of these Terms at any time.
42. If any provision or part of these Terms shall be or be deemed or judged to be invalid for any reason, such invalidity shall not affect the validity or operation of any other provision or part except to the extent necessary to give effect to such invalidity.
43. These Terms may be varied from time to time at IOR's absolute discretion by written notice to you and the varied Terms become effective, and shall apply to all future orders of Fuel, 7 days after any such notice is forwarded to you at your last notified address.

IOR Petroleum Pty Ltd

ABN 36 009 653 070
PO Box 14, Bulimba, QLD 4171
Tel: 07 3895 4444 Fax: 07 3395 7902
Email: mail@ior.com.au

